

**Creighton E. Mershon, Sr.**  
***Attorney At Law***

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June 13, 2006

Ms. Beth O'Donnell  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602

RECEIVED

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PUBLIC SERVICE  
COMMISSION

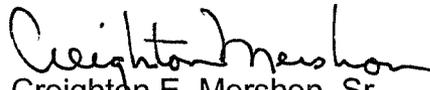
Re: Petition to Establish Docket to Consider Amendments to Interconnection  
Agreements Resulting from Change of Law, Kentucky Broadband Act  
KPSC 2004-00501

Dear Ms. O'Donnell:

This letter is to advise the Commission that SouthEast Telephone, Inc. ("SouthEast") now has executed an amendment to its Interconnection Agreement, which is compliant with the Commission's April 29, 2005 and May 17, 2006 Orders in this docket. A copy of the amendment is attached. BellSouth also will file the Amendment by way of its routine process of filing interconnection agreements and amendments.

The original and ten (10) copies of this letter and the Amendment are enclosed for filing.

Very truly yours,

  
Creighton E. Mershon, Sr.

cc: Parties of Record

637613

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
SOUTHEAST TELEPHONE INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED October 9, 2001**

Pursuant to this Amendment, (the "Amendment"), SouthEast Telephone, Inc. ("SouthEast"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2001 ("Agreement").

WHEREAS, the Parties executed an amendment on May 23, 2003 to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute") and the Kentucky Public Service Commission's Orders dated April 29, 2005, and May 17, 2006 in Case No. 2004-00501 ("Kentucky Orders");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

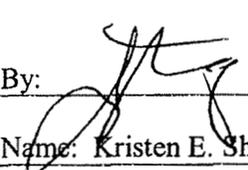
1. Consistent with the Kentucky Statute and the Kentucky Orders, the Parties hereby delete Sections 2.14.5 through 2.14.5.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.14.5 SouthEast shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after the Effective Date hereof. To the extent SouthEast provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to SouthEast at the rate SouthEast would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date SouthEast shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to SouthEast for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to SouthEast, or to issue a credit for, a surrogate for access charges. In the event SouthEast requests DSL on a resold line after the Effective Date, SouthEast shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.

2. This Amendment shall be deemed effective on May 19, 2005 ("Effective Date").
3. To the extent BellSouth has issued to SouthEast any credits as described in paragraph 1 above for the difference in the resale rate and the UNE-P rate, or as a surrogate for access charges, for resale DSL lines in service after the Effective Date, such amounts shall be subject to true-up, with interest at the rates set forth in the Agreement.
4. All of the other provisions of the Agreement shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

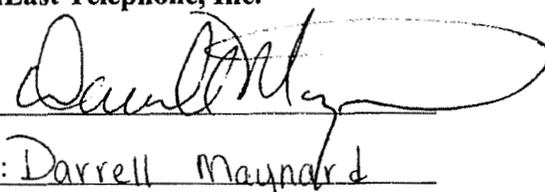
By: 

*OK* Name: Kristen E. Shore

Title: Director

Date: 5/6/06

**SouthEast Telephone, Inc.**

By: 

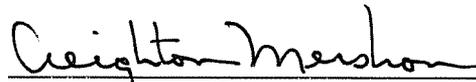
Name: Darrell Maynard

Title: President

Date: May 30, 2006

**CERTIFICATE OF SERVICE – 2004-00501**

It is hereby certified that a true and correct copy of the foregoing was served on the individuals on the attached service list by mailing a copy thereof, this 13th day of June, 2006.

  
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Creighton E. Mershon, Sr.

**SERVICE LIST – PSC 2004-00501**

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